

CONTRACT DOCUMENTS

***City of Lincoln
Nebraska***

**RFP - Intrusion Alarm Registration,
False Alarm Billing and Collections
Bid No. 10-040**

**Public Safety Corporation
103 Paul Mellon Court
Waldorf, MD 20602
240-607-1400**

**City of Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into this _____ day of _____ 2010, by and between **Public Safety Corporation, 103 Paul Mellon Court, Waldorf, MD 20602** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

RFP - Intrusion Alarm Registration, False Alarm Billing and Collections, Bid No. 10-040
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response and Attachment A, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to proposal with negotiated services and revenue sharing.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/services, according to the revenue sharing as listed in Contractors Proposal/Supplier Response and Attachment A, a copy thereof being attached to and made a part of this Contract.

Public Safety Corporation will be compensated as per the table on Attachment A.

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. GUARANTEE: A performance bond in the amount of \$10,000.00 shall be required for this contract. A fiduciary bond is also required in the amount of \$35,000.00. These bonds shall remain in effect during the contract period as stated in the specifications.
6. TERMINATION: This Contract may be terminated by the following:
 - a) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - b) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 1) Refuses or fails to supply the proper labor, materials and equipment necessary for services and/or commodities.
 - 2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
7. INDEPENDENT CONTRACTOR: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
8. The work included in this Contract shall begin upon execution of this contract by both parties. The term of the Contract shall be a four (4) year term with the option for one (1) additional four (4) year term.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Proposers
 2. Insurance Requirements
 3. Accepted Proposal
 4. Attachment A
 4. Contract Agreements
 5. Bonds
 6. Specifications
 7. Addendum No. 1
 8. Document 1
 9. New Ordinance
 10. Bonding
 11. Tax Exempt Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by:

Dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Name of Corporation

Secretary (SEAL)

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____

Member

By: _____

Member

IF AN INDIVIDUAL:

Name

Address

Signature

COMMENTARY TO ACCOMPANY BONDS

A. GENERAL INFORMATION

Bonds are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

The Performance Bond is an instrument that is used to assure the availability of funds to complete the project.

The objective underlying the re-writing of bond forms is to make it more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond form provides helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Performance Bond.

Normally the amount of the bond is 100 percent of the contract amount.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond form is prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bond.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

**Public Safety Corporation
103 Paul Mellon Court
Waldorf, MD 20602**

SURETY (Name and Principal
Place of Business):

Owner (Name and Address):

City of Lincoln
555 South 10th St.
Lincoln, NE 68508

CONTRACT

Date: **04/23/10**
Amount: **\$10,000.00**

Description (Name and Location):

**For all labor, material and equipment necessary for Intrusion Alarm Registration, False Alarm
Billing and Collections, Bid No. 10-040**

BOND

Date: **04/23/10**
Amount: **\$10,000.00**

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

**Public Safety Corporation
103 Paul Mellon Court
Waldorf, MD 20602**

SURETY

Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Contract or to a contractor selected to perform the Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Contract, or
 - 4.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Contract.
 - 12.2 Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68516	Address
Email		Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	10-040 Addendum 1	Department		Department
Title	RFP - Intrusion Alarm Registration, False Alarm Billing and Collections	Building	Suite 200	Building
Bid Type	RFP	Floor/Room		Floor/Room
Issue Date	02/24/2010	Telephone	1 (402) 441-8309	Telephone
Close Date	3/17/2010 12:00:00 PM CST	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rwalla@lincoln.ne.gov	Email

Supplier Information

Company	Public Safety Corporation
Address	103 Paul Mellon Court Waldorf, MD 20602
Contact	Les Greenberg
Department	
Building	
Floor/Room	
Telephone	1 (240) 607-1400
Fax	1 (301) 638-9319
Email	lgreenberg@publicsafetycorp.com
Submitted	3/15/2010 1:03:10 PM CST
Total	\$0.00

Signature _____

Supplier Notes

Bid Notes

A written and electronic response is required for this RFP. Please respond accordingly.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes

2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
6	Performance Bond	I acknowledge that a Performance Bond in the amount of \$100,000.00 will be required with the signed contract upon award.	Yes
7	Contact	Name of person submitting this bid:	Les Greenberg, Chief Executive Officer
8	Bid Bond Submission - City	I acknowledge and understand that my proposal will not be considered unless a bid bond or certified check in the sum of \$10,000.00 is made payable to the order of the City Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have delivered my bid bond.
9	Primary Business	Is the primary purpose for your business to provide alarm installation or security services? Yes or No	NO
10	Submittals	I have mailed a written response to the Purchasing office meeting all requirements as listed in the specifications which will arrive prior to the RFP closing.	Yes
11	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

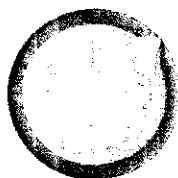
Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 10-040 for Intrusion Alarm Registration, False Alarm Billing and Collections for The City of Lincoln is available. Please prepare your written response and return to our office as noted in the RFP according to the specifications. Respond to the Attribute section of this electronic bid and submit before the closing date and time.	

Item Notes:

Supplier Notes:

Response Total:	\$0.00
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FALSE ALARM SOLUTIONS

April 19, 2010

Bob Walla, Asst. Purchasing Agent
City of Lincoln Purchasing Office
440 South 8th Street
Lincoln, Nebraska 68508

RE: Negotiated Proposal Changes/Clarifications in Response to RFP 10-040
Intrusion Alarm Registration, False Alarm Billing and Collections

Dear Mr. Walla:

As requested, Public Safety Corporation (PSC) is pleased to confirm the following negotiated terms for the above referenced Request for Proposals (RFP). These terms supplement and, where in conflict, take precedence over the information provided in the RFP and in our response to the RFP dated March 17, 2010 (Proposal).

- 1) As consideration for the Intrusion Alarm Registration, False Alarm Billing and Collection services described in our Proposal, PSC shall be compensated in accordance with the following table:

Bi-annual ¹ Range of Collected Alarm Program Revenue	PSC Revenue Sharing Percentage	Application
0 - \$450,000.00	17%	Applied to all collected revenue within the stated range
Above \$450,000.00	10%	Applied only to collected revenue above \$450,000

¹ Bi-annual periods begin on the Contract Effective Date and re-start on each 2 year (bi-annual) anniversary of the Contract Effective Date.

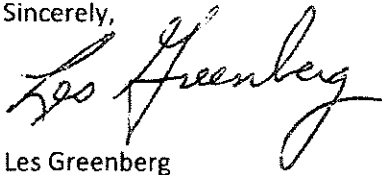
- 2) The City of Lincoln (City) and PSC have clarified and agreed to the following terms regarding the services to be provided by PSC:

- The City will function as the bank for all payments. The cost of this function will be absorbed by the City in their revenue share;
- Any and all credit card payments will be cleared directly to the City. The net amount (after third party credit card processing charges) received by the City will be available for revenue sharing by the City and PSC in accordance with the above percentages;
- PSC will begin sending false alarm warning notices to alarm owners/users prior to billing, starting no earlier than the 5th false alarm; and,
- PSC will provide the City a Fidelity Bond in the amount of \$35,000 and a performance bond in the amount of \$10,000, the form of which will be determined by mutual agreement.

We look forward to working with the City of Lincoln to successfully implement a comprehensive False Alarms Tracking and Billing solution and to help the City accomplish its program objectives while benefiting citizens, the City, and the perception of City services.

Should you have any questions about our proposal or this addendum to the Proposal, please contact me at the addresses and numbers below.

Sincerely,

A handwritten signature in cursive script that reads "Les Greenberg". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Les Greenberg
Chief Executive Officer
Public Safety Corporation
lgreenberg@publicsafetycorp.com
103 Paul Mellon Court
Waldorf, MD 20602
Phone: 877.729.9653 x101
Direct: 240.607.1401
Fax: 301.638.9319

SPECIFICATIONS
INTRUSION ALARM REGISTRATION, FALSE ALARM BILLING AND COLLECTION SERVICES
CITY OF LINCOLN, NE

1. SCOPE OF SERVICES

- 1.1 It is the intent of the City of Lincoln to request proposals from qualified firms to provide services related to the registration, billing and collection of fees resulting from false alarms from systems owned or operated by businesses and individual homes.
- 1.2 The City has established an Alarm Review Committee comprised of (5) five members who will oversee the enforcement of the Ordinance and address any issues or concerns.
 - 1.2.1 LPD and the Finance Department will coordinate daily operations with the Vendor.
- 1.3 The term of the contract shall be (4) four years with the option to renew for (1) one additional (4) four year term upon mutual agreement by both parties.
 - 1.3.1 The contract awarded will commence on June 1, 2010.
 - 1.3.2 The official commencement of the Ordinance is July 1, 2010.
- 1.4 Vendor must submit a written response and register as a vendor on the City of Lincoln/Lancaster County Purchasing website and submit a response electronically to be considered for this award.
 - 1.4.1 Vendor shall submit 1 original and 6 copies of their written proposal to the Purchasing Office, 440 So. 8th Street, Lincoln, NE 68508 prior to closing date and time.
 - 1.4.1 Failure to provide 1 original and 6 copies of the proposal and submit electronically prior to the closing time may result in the rejection of the proposal.
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.
 - 1.5.2 Refer to the Instructions To Proposers for all other information regarding addendums and proposal requirements.
- 1.6 A Bid Bond in the amount of \$10,000.00 is required to respond to this proposal.
 - 1.6.1 See Instructions To Proposers and the Ebid Attributes for additional information.
- 1.7 A Performance Bond in the amount of \$100,000.00 will be required at time of award.

2. CONTRACTORS REQUIRED SERVICES/RESPONSIBILITIES

- 2.1 The City of Lincoln desires a service provider to provide an accurate billing system with emphasis on a fast turnaround between services and payments.
- 2.2 Features of the software system to be used must include:
 - 2.2.1 Prompt registration and collection of intrusion alarm registrations.
 - 2.2.1.1 Initial Registration
 - 2.2.1.2 Renewal Registration Notices
 - 2.2.1.3 Renewal Registration
 - 2.2.2 Prompt billing and collection of false alarms as provided in the ordinance including but not exclusive to:
 - 2.1.2.1 Warning Notice - Notice to alarm customer that their first six free false alarms have been generated.
 - 2.1.2.2 Invoices for seventh and additional false alarms - Invoice to alarm customers for seventh and subsequent false alarms.

- 2.2.3 Prompt assessment of penalty fees, billing and collection of monitoring companies as provided in the ordinance.
- 2.2.4 Follow-up procedures of false alarm addresses that do not match registrations shall include but are not exclusive to:
 - 2.2.4.1 Manual search of data base.
 - 2.2.4.2 Phone book, City directory and web searches.
 - 2.2.4.3 Contacting alarm customer.
- 2.2.5 Customer services - All calls concerning the City Ordinance on intrusion alarm billings, fees, and registration will be answered by the service provider.
 - 2.2.5.1 An 800 phone number (toll free) or a local number is required.
 - 2.2.5.2 Please make note in your proposal if this will be a number designated just for City of Lincoln customers.
 - 2.2.5.3 What is the projected "waiting" time before a call is answered.
- 2.2.6 The preparation of reports that detail the following:
 - 2.2.6.1 Monthly transactions - All registrations, renewals, billings, receipt and other special reports as requested.
 - 2.2.6.2 A report which ages accounts receivable at 30/60/90/120 days.
- 2.3 Vendor shall hire an established and successful company for collections of past due accounts over 120 days old.
 - 2.3.1 Vendor must show proof that collection of fees was attempted on a regular basis prior to turning collection over to a Collection Agency.
- 2.4 The responsibility for collection of insufficient fund checks will be that of the service provider.
- 2.5 The selected service provider will be asked to bid a percent of collection basis.
- 2.6 All fees received from the public shall be made payable to the City of Lincoln Treasurer.
 - 2.6.1 The City may develop a link on their website for registration and payment of fees prior to, or during the contract period.
 - 2.6.2 Vendor shall develop a form which will have a perforated section that will be submitted to the City of Lincoln with the fine or registration payment.
- 2.7 **Companies whose primary business is alarm installation or security services are not eligible to respond to this proposal.**

3. **IMPLEMENTATION AND INFORMATION ASSISTANCE**

- 3.1 Lincoln Police Department staff will provide assistance, coordination and direction in all aspects of implementation.
- 3.2 During the operational portion of the project, assigned staff will respond promptly to request information and records.
- 3.3 The Lincoln Police Department will provide Vendor an Excel spreadsheet three (3) times a week with specific days to be finalized prior to contract signing.
 - The spreadsheet will include the following billing information:
 - 3.2.1 Address of Alarm, including apartment number
 - 3.2.2 Type of Alarm
 - 3.2.3 Beat (area)
 - 3.2.4 Alarm Registration Number
 - 3.2.5 Alarm Customer Name
 - 3.2.6 Caller Name (Monitoring Company)
 - 3.2.7 Date
 - 3.2.8 Transmit Time
 - 3.2.9 Dispatch Time
 - 3.2.10 Arrival Time

- 3.2.11 Closed Time
- 3.2.12 Disposition Code
- 3.2.13 Officer
- 3.4 **The items listed above are proprietary personal information and cannot be disbursed by the Vendor.**

4. TERMS OF AGREEMENT

- 4.1 The Agreement will require the selected service provider to maintain and service all accounts received during the contract period through the full process.
- 4.2 The selected service provider must allow inspection or audit by the City or its agent of all records applicable to the City's account at the provider's expense.
 - 4.2.1 These records must be maintained a minimum of seven (7) years.
- 4.3 No extended services will be performed unless they are authorized in the contractual agreement or in an amendment to the agreement.
 - 4.3.1 The selected service provider shall be required to submit monthly invoices and reports detailing the work performed.
 - 4.3.2 The monthly reports should consist of monthly billings, monthly receipts, and aging of the accounts receivable.

5. SUBMISSION INFORMATION

- 5.1 Companies interested in responding to the RFP are required to submit their proposal in the following format:
 - 5.1.1 **Title Page:** Present the subject of your proposal, the name of your company, local address of the office that will be performing the work, name of the contact person and the date.
 - 5.1.2 **Table of Contents:** Present a clear and comprehensive identification of the Contents of your proposal by section and by page number.
 - 5.1.3 **Letter of Transmittal:** A Brief letter of transmittal is required. Within this letter include a statement to the following:
 - 5.1.3.1 Your company understands the work to be accomplished.
 - 5.1.3.2 That upon award of this contract, your company will make a positive commitment to perform the implementation work within the scheduled time frame or risk losing your bid bond.
 - 5.1.3.3 A summary of the cost of service fee(s) to be charged for the work, and a statement that these fees are fixed, complete, and inclusive.
 - 5.1.3.4 The name of the individuals who will be authorized representatives for your company, their titles, addresses, and telephone numbers.
 - 5.1.3.5 Submit a list of four references from government entities where you are currently providing this type of service.
 - 5.1.3.5.1 Include contact person, phone number, email address, city/state where services are being provided & type of services provided.
 - 5.1.4 **Company Profile:** Provide the following information regarding your company:
 - 5.1.4.1 What is the location of the office where the work is to be completed.
 - 5.1.4.2 Describe the range of services provided by the office performing the work.
 - 5.1.4.3 Number of years in this type of service.

- 5.1.5. **Summary of your Company's Qualifications:**
 - 5.1.5.1 A summary of your company's staff qualifications is required.
 - 5.1.5.2 Include the identify of all senior administrative staff who will be assigned to this project.
 - 5.1.5.3 For the supervisory and staff level personnel, include resume detailing relevant experience and continuing education.
- 5.1.6 **Proposed Services Fee Schedule:** A proposed service fees schedule should be included and detailed by services performed and unit cost.
 - 5.1.6.1 This schedule should include all fees and costs associated with all services described in your proposal.
 - 5.1.6.2 Fees shall be calculated based on a percentage of collections.
- 5.2 All proposals submitted are to be valid for a period of 180 days after proposal close date.

New Alarm Permits Registered		
Year	Business	Residential
2007	8	145
2008	4	93
2009	4	378
* Total businesses registered in all is 474		

False Alarms	
Year	Business/Residential
2007	3514
2008	3280
2009	2917

False Alarm Tickets Issued to Businesses	
Year	Tickets
2007	504
2008	509
2009	384

We do not have registration fees currently.

There is no registration period currently.

Currently citations are issued after the 4th false alarm in a year's time. The fine is \$25.00 plus court costs (\$48.00) = \$73.00 ticket.

ADDENDUM #1

Issue Date: March 4, 2010

SPECIFICATION NO. 10-040

FOR INTRUSION ALARM REGISTRATION, FALSE ALARM BILLING AND COLLECTION SERVICES

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the City's specification and bidding documents:

1. **Question: Could you provide the most recent False Alarm Ordinance with fee and fine structure?**
The new ordinance is now in the Bid Attachment Section of the Ebid.
2. **Question: How many false alarms did the City have last year?**
See attachment in the Bid Attachment Section titled Document 1 for this info.
3. **Question: How many permits?**
See attachment in the Bid Attachment Section titled Document 1 for this info.
4. **Question: How many legacy records are going to be converted?**
None
5. **Question: Which CAD system does the City utilize?**
PSSI
6. **Question: What is the length of the Performance Bond?**
The Performance Bond must remain in effect for the full term of the contract including any renewals.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Assistant Purchasing Agent

Chapter 5.56

EMERGENCY ALARM SYSTEMS

Sections:

5.56.010	Definitions.
5.56.020	Permit Required.
5.56.025	Permit; Alarm Business.
5.56.030	Permit; Alarm User.
5.56.040	Alarm User Response.
5.56.050	Fees; False Alarms; Other.
5.56.055	Appeals; Procedure.
5.56.060	Automatic Dialing Devices.
5.56.065	Notices.
5.56.070	Exception for Severely Handicapped.
5.56.080	Penalties.
5.56.090	Severability.

5.56.010 Definitions.

The following definitions shall apply in the interpretation and enforcement of this chapter.

Alarm business shall mean any business operated by a person which engages in the activity of altering, installing, leasing, maintaining, repairing, replacing, servicing, testing, monitoring, or responding to an emergency alarm system, or which causes any of these activities to take place within the city jurisdiction.

Alarm Review Board shall mean a five-member board comprised of persons appointed by the Mayor and approved by the City Council as follows: one retired or active-duty police officer recommended by the Chief of Police, one person from a neighborhood association, two representatives from separate alarm businesses, and one representative from the local business community, provided that said member is not employed by any business performing any activity listed in Section 5.56.025(b)(3). The initial terms of members appointed to the Board shall be staggered so that two members are appointed for a one-year term and three members are appointed for a two-year term. Thereafter, all members of the Board shall be appointed for a two-year term. The presence of three or more members shall constitute a quorum of the Alarm Review Board. Any vacancy occurring shall be filled in the same manner as provided for in the original appointment.

Alarm system shall mean any device used to detect or prevent intrusion, criminal activity or other such emergency situations which, when activated, causes notification to be made directly or indirectly to the Lincoln Police Department, or any device or system designed primarily for the purpose of giving an audible or visual signal of an attempted intrusion, criminal activity or other such emergency.

For purposes of this chapter, an alarm system shall not include:

- (a) An alarm installed on a motor vehicle.
- (b) An alarm installed upon premises occupied by the City or any public agency as defined in R.R.S. 1943, § 23-2203.
- (c) Any device or system designed solely to detect or give notice of fire or smoke.

Alarm user shall mean any person, firm, partnership, association, corporation, company or organization of any kind in control of any building, structure or facility who purchases, leases, contracts for or otherwise obtains an alarm system and thereafter contracts with or hires an alarm business to monitor and/or service the alarm device, or who owns or operates an alarm system, which is not monitored, maintained or serviced under contract with an alarm business.

Annunciator shall mean that part of an alarm system which communicates the fact that the system has been triggered.

Answering service shall mean and refer to a telephone answering service providing among its services the service of receiving on a continuous basis, through trained employees, emergency signals from alarm systems; and thereafter immediately relaying the message by live voice to an emergency communications center, maintained by local government thereby inducing emergency response.

Audible annunciator shall mean an annunciator which gives an alarm by means of a bell, siren, buzzer or similar sound-producing device mounted at some location which, when activated, is clearly audible at a distance of 50 feet or more outside of any building in which it is mounted. Any non-monitored system with one or more audible annunciations shall constitute a local alarm system.

Automatic dialing device shall mean and refer to an alarm system which automatically sends over regular telephone lines, by direct connection or otherwise, a pre-recorded voice message or coded signal indicating the existence of the emergency situation that the alarm system is designed to detect.

Burglar alarm system shall mean and refer to an alarm system signaling an entry or attempted entry into the area protected by the system.

Central station system shall mean an office to which remote alarm and supervisory signaling devices are connected, where operators supervise the circuits, and where runners are dispatched to investigate signals, and which has been certified as complying with "UL and NFPA" standards for central station facilities, equipment, and operation.

Chief of Police shall mean the chief of the Lincoln Police Department or a duly appointed authorized representative.

Commercial alarm user shall mean any business entity with an alarm system designed, intended, or used at any location primarily used for business purposes or any location used for a business purpose in conjunction with a residential purpose other than a permitted home occupation as defined in Title 27 of the Lincoln Municipal Code.

Emergency Communications/911 Center shall mean the combined emergency communications center maintained by the City of Lincoln and Lancaster County in the County-City Building or any other place or location from which elements of the Police Department or Fire and Rescue Department are dispatched.

False alarm shall mean an alarm signal eliciting an urgent response by police when a situation requiring an urgent response did not exist at or about the time; that is, no unauthorized intrusion or attempted intrusion. The burden of proving that such alarm was not a false alarm shall be on the alarm user.

Fire alarm shall mean an alarm signal intended to signal a fire, smoke or intense heat.

Holdup alarm system shall mean and refer to an alarm system signaling a robbery or attempted robbery.

Location shall mean the street address of the premises in which an alarm system is installed.

Monitoring shall mean the process by which an alarm business or its designated alarm answering service receives signals from an alarm system and relays an alarm dispatch request to the

Emergency Communications/911 Center for the purpose of summoning law enforcement to the alarm site.

NFPA shall mean and stand for the National Fire Protection Association.

Panic alarm shall mean an audible alarm system signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring law enforcement response.

Permit term shall mean a period from the date of issuance, beginning on January 1 of each even-numbered year and ending on January 1 of the next even-numbered year. A permit may be renewed between January 1 and January 31 of said even-numbered year.

Primary trunkline shall mean a telephone line leading directly into the communications center maintained by local government that is for the purpose of handling emergency calls on a person-to-person basis, and which is identified as such by a specific number included among the emergency numbers listed in the telephone directory issued by the telephone company and covering the service area within the Police and Fire and Rescue Department's jurisdiction.

Residential alarm user shall mean any alarm system user with an alarm system designed, intended, or used at any location primarily used for residential purposes.

Severely handicapped individual shall mean a handicapped individual who has a severe physical or mental disability which seriously limits mobility or communication and who has one or more physical or mental disabilities resulting from amputation, arthritis, blindness, cerebral palsy, cystic fibrosis, deafness, heart disease, hemiplegia, hemophilia, multiple sclerosis, muscular dystrophy, musculo-skeletal disorders, neurological disorders (including stroke), paraplegia, quadriplegia, other spinal cord conditions, or any other condition which causes substantial functional limitation.

UL shall mean and stand for Underwriters' Laboratories.

Verify or verification shall mean an attempt by the alarm business or its designated alarm answering service to contact the alarm user by telephonic or other electronic means, whether or not actual contact with an alarm user is made, to determine whether an alarm signal is valid before requesting the Lincoln Police Department dispatch, in an attempt to avoid an unnecessary alarm dispatch request. (Ord. 19336 §1; December 14, 2009: *effective July 1, 2010*: prior Ord. 18170 §21; April 28, 2003: Ord. 15482 §1; March 5, 1990: P.C. §5.15.010: Ord. 13438 §1; August 30, 1982).

5.56.020 Permit Required.

It shall be unlawful for any alarm business to perform any alarm business activity and for any alarm user to utilize an alarm system without first obtaining a permit or when said permit has been suspended, revoked, refused or expired as hereinafter provided. (Ord. 19336 §2; December 14, 2009: *effective July 1, 2010*: prior Ord. 15482 §2; March 5, 1990: P.C. §5.15.020: Ord. 13438 §2; August 30, 1982).

5.56.025 Permit; Alarm Business.

(a) Any person engaging in an alarm business in the City, except for those businesses who only sell or install alarm systems that are not intended to be monitored by a third party other than the respective alarm user, and alarm systems with one or more audible annunciations must apply to the Chief of Police, or the designee specified on the application form, for a permit or permit renewal to operate as an alarm business or alarm answering service. Such application must be signed by either (1) the owner of the business for a sole proprietorship; (2) one general partner for a

partnership; (3) one manager or member for a limited liability company; or (4) a corporate officer for a corporation, and must be approved by the Chief of Police or designee.

(b) The permit application must include, but is not limited to:

(1) The name, address, fax, and telephone number of the alarm business or alarm answering service, its business entity type (sole proprietorship, partnership, limited liability company or corporation), and employer identification number (EIN).

(2) The name, address, and telephone number of the person or persons responsible for the operation of the alarm business or alarm answering service in the city.

(3) A complete list of associated (contracted) alarm businesses, including name, address, telephone number and alarm business permit number, that may alter, install, lease maintain, monitor, repair, replace, sell at retail, service, or respond to an alarm system in the city.

(4) An alarm business that is incorporated or organized in a state other than Nebraska must include on the alarm business permit application form the name and address of the resident agent located in Nebraska.

(5) The remittance address including zip code.

(c) (1) Within 60 days from the effective date of this ordinance (09-151S), any alarm business shall obtain a permit as provided in this section, and thereafter it shall be unlawful for any alarm business to conduct any operations within the jurisdiction of the city without a current valid alarm business permit.

(2) Permit applications under this section must be accompanied by a non-refundable processing fee of \$100.00. Each alarm business issued a permit pursuant to this section shall file a renewal application on a form specified by the Chief of Police and a nonrefundable renewal fee of \$100.00 with the Chief of Police between January 1 and January 31 of each even-numbered year. If the renewal application and renewal fee are not received by January 31 of the even-numbered year, the alarm business permit shall be deemed expired. The Chief of Police or his designated representative shall send a notice of renewal to each alarm business permittee not more than 45 days, nor less than 30 days, prior to January 1 of each even-numbered year.

(3) If the alarm business permit has been revoked or suspended, or has expired and been subsequently renewed, a reinstatement fee of \$100.00 must accompany a reinstatement application. Reinstatement of a permit shall not extend the expiration date of the permit.

(4) An applicant shall not perform or engage in any alarm business activity in the city until the alarm business permit or alarm business permit renewal is approved.

(5) An applicant shall give written notice of any changes to the information contained in the application to the Chief of Police or designee within ten days of the change.

(d) If an alarm business permit is suspended, revoked or refused, the alarm business or alarm answering service shall notify, by first class mail, within five days, each of its alarm users that the alarm business or alarm answering service is unable to request Lincoln Police Department dispatch to the alarm user's system for the duration of the suspension, revocation or refusal.

(e) No permitted alarm business shall enter into any contract or agreement for the delivery of alarm business services as defined herein with any alarm business that does not have a valid alarm business permit.

(f) A permitted alarm business may accept as part of the alarm business, a completed alarm user registration and the alarm user registration fee, provided that the alarm business remits the required alarm user registration and alarm user registration fee to the City as required in this chapter. (Ord. 19336 §3; December 14, 2009: *effective July 1, 2010*).

5.56.030 Permit; Alarm User.

(a) Any alarm user shall apply to the Chief of Police for a permit for said system or have their application submitted by the alarm business, provided the alarm business has agreed in advance to submit the alarm user's permit.

(b) The alarm user permit application shall show:

- (1) The name, address, and telephone number of the alarm user;
- (2) The name, address, and telephone number of any authorized representatives;
- (3) The location at which the alarm system is installed, including whether the location is primarily used for a business purpose, used for a business purpose in conjunction with a residential purpose, or used exclusively for a residential purpose;
- (4) The alarm business servicing the alarm system.

(c) Permit applications under this section must be accompanied by a non-refundable processing fee of \$100.00 for a commercial alarm user and \$60.00 for a residential alarm user.

(1) Any alarm user permit application that is submitted by a permitted alarm business must be accompanied by a non-refundable processing fee of \$70.00 for a commercial alarm user, and \$40.00 for a residential alarm user. Each alarm user issued a permit pursuant to this section shall file a renewal application on a form specified by the Chief of Police and a non-refundable renewal fee of \$100.00 for a commercial alarm user and \$60.00 for a residential alarm user with the Chief of Police between January 1 and January 31 of each even-numbered year. If the alarm user renewal application is submitted by a permitted alarm business, the non-refundable processing fee shall be \$70.00 for a commercial alarm user and \$40.00 for a residential alarm user. If the renewal application and renewal fee are not received by January 31 of the even-numbered year, the alarm business permit shall be deemed expired. The Chief of Police or his designated representative shall send a notice of renewal to each alarm user permittee not more than 45 days, nor less than 30 days, prior to January 1 of each even-numbered year.

(2) If an alarm user permit has been revoked or suspended, a reinstatement fee of \$100.00 must accompany a reinstatement application. Reinstatement of an alarm user permit shall not extend the expiration date of the permit.

(d) Upon receipt of said permit, the Chief of Police shall keep said permit application on file. The Chief of Police shall designate upon such permit application the date and time of any false alarms received at that location, and the officers who responded. Said permit application shall be open for the inspection of the alarm user or authorized representative of the alarm user on regular business days, between the hours of 8:00 a.m. and 4:00 p.m. at the office of the Chief of Police.

(e) Nothing in this section shall relieve any user of an alarm system protecting a private residence from other duties or obligations imposed by this chapter.

(f) Within 60 days from the effective date of this ordinance (09-151S), any alarm user shall obtain an alarm system user permit, and thereafter it shall be unlawful for any person within the jurisdiction of the City to use or operate any alarm system without a current valid alarm system permit therefor.

(1) Any alarm user on any property annexed by the City shall have a period of 60 days from the effective date of such annexation to comply with the requirements of this ordinance.

(2) Any person within the jurisdiction of the City installing a new alarm system after the effective date of this section shall have 60 days from the date of installation to obtain an alarm system user permit therefor as required in this section. (Ord. 19336 §4; December 14, 2009: *effective July 1, 2010*; prior Ord. 15482 §3; March 5, 1990: P.C. §5.15.030: Ord. 13438 §3; August 30, 1982).

5.56.040 Alarm User Response.

(a) Any alarm business or its designated alarm answering service reporting an alarm to the Emergency Communications/911 Center shall give the following information:

(1) The principal or business name, the address of the protected premises, and the type of premises, if any, by which the premises are known.

(2) The name and telephone number of the principal or agent having ready access to the protected premises; and

(3) The type of criminal activity indicated, e.g., burglary in progress, robbery, etc.

(b) (1) The alarm business or its designated alarm answering service or a person reporting annunciation for a local alarm system may report to the Emergency Communications/ 911 Center any non-permitted alarms, provided that any such report shall also include information that the alarm originated from a non-permitted alarm system.

(2) It will be the responsibility of the alarm business to provide the names and locations of alarm users with current, valid alarm system permits to their designated alarm answering service. The Emergency Communications/911 Center shall provide written notice to the alarm business that the Lincoln Police Department response originated from a non-permitted alarm user.

(c) The alarm business or its designated alarm answering service on a report relating to annunciation for a local alarm system may make an alarm dispatch request of the Lincoln Police Department in response to an alarm signal during the first seven days following an alarm system installation, provided the request also includes information that the alarm system from which the signal originated was made within the first seven days following installation. Any alarm signals reported during that period shall not be considered a false alarm against the alarm user. The reporting alarm business shall follow all procedures required by this chapter and shall be subject to any assessed fees authorized in this chapter. In addition, the alarm business or alarm answering service shall:

(1) Report alarm signals by using telephone numbers designated by the Chief of Police;

(2) Verify every alarm signal, except a duress, holdup, panic or fire alarm activation before requesting a law enforcement response to an alarm system signal;

(3) Communicate alarm dispatch request to the municipality in a manner and form determined by the Chief of Police;

(4) Communicate cancellations to the City in a manner and form determined by the Chief of Police;

(5) Provide that all alarm users of alarm systems equipped with a duress, holdup, panic or fire alarms are given adequate training as to the proper use of the duress, holdup, panic or fire alarm;

(6) Communicate any available information (e.g., back basement door, 2nd floor, northeast window, etc.) about the location on an alarm signal related to the alarm dispatch request;

(7) Communicate type of alarm activation (silent or audible, interior or perimeter);

(8) Provide an alarm user permit number when requesting law enforcement dispatch;

(9) After an alarm dispatch request, promptly advise the Emergency Communications/911 Center if the alarm business or its designated alarm answering service knows that the alarm user or its agent is on the way to the alarm site;

(10) Attempt to contact the alarm user or its agent within 24 hours via mail, fax, telephone or other electronic means after an alarm dispatch request is made; and

(11) Upon the effective date of this section, any alarm business and its designated alarm answering service, if applicable, must maintain for a period of at least two years from the date of the alarm dispatch request, records, relating to alarm dispatch requests. Records must include the name, address and telephone number of the alarm user, the alarm system activated, the time of alarm dispatch request and evidence of an attempt to verify. The Chief of Police may request copies of such records for any individually named alarm user. If the request is made within 60 days of an alarm dispatch request, the alarm business or alarm answering service shall furnish requested records within three business days of receiving the request. If the records are requested between 60 days and two years after an alarm dispatch request, the alarm business or its designated alarm answering service shall furnish the requested records within 30 days of receiving the request. (Ord. 19336 §5; December 14, 2009: *effective July 1, 2010*; prior Ord. 15482 §4; March 5, 1990: P.C. §5.15.040; Ord. 13438 §4; August 30, 1982).

5.56.050 Fees; False Alarms; Other.

(a) As a condition of any alarm system permit issued under the provisions of this chapter, the alarm user shall pay to the City, within 90 days of invoice, for any false alarm generated by the alarm user's alarm system, a false alarm fee to partially reimburse the City for costs incurred in responding to said false alarm, in accordance with the following schedule:

One through six false alarms during the permit term	\$0.00
Seven through 15 false alarms during the permit term	\$100.00
Each false alarm exceeding 15 during the permit term	\$250.00
Late fee for each false alarm invoice which is delinquent	50% of the false alarm invoice fee

(b) The alarm business, or its designated alarm answering service, shall be issued a no verification fee of \$100.00 for each failure to verify alarm system signals as described in subsection 5.56.040(c)(2) .

(c) The alarm business, or its designated alarm answering service, shall be assessed a fee of \$250.00 if the Lincoln Police Department, responding to the false alarm, determines that an on-site employee of the alarm business, or its designated alarm answering service, directly caused the false alarm. In this situation, the false alarm shall not count against the alarm user.

(d) The alarm business, or its designated alarm answering service, shall be assessed a fee of \$100.00 if the alarm business, or its designated alarm answering service, after receiving notice under subsection 5.60.040(b)(2) that an alarm user does not have a valid alarm user permit, reports an alarm signal and fails to inform the Emergency Communications/911 Center that such alarm signal is from a non-permitted alarm user. (Ord. 19336 §6; December 14, 2009: *effective July 1, 2010*; Ord. 15482 §5; March 5, 1990: P.C. §5.15.050; Ord. 13438 §5; August 30, 1982).

5.56.055 Appeals; Procedure.

(a) Any alarm business or alarm user who, under this chapter, has had a permit application denied; a permit revoked or suspended; or who has been assessed a fee, other than the nonrefundable permit application fee, permit renewal fee, or permit reinstatement fee, may appeal such denial, revocation, suspension, or fee to the Alarm Review Board.

(b) The alarm business or alarm user appeal to the Alarm Review Board shall be in written form and shall set forth the reasons for the appeal. The written appeal and appeal fee shall be filed

with the City Clerk within ten days after receipt of the notice of denial, revocation, or suspension of an alarm permit or assessment of a fee.

(c) All appeals shall be accompanied by an appeal filing fee of \$25.00.

(d) The City Clerk shall date or file stamp the appeal on the date it is received and forward the written appeal to the Alarm Review Board within three business days after the date or file stamp on the appeal, with a notation that the appeal fee was received. The Alarm Review Board shall schedule an appeal hearing no less than 14 days, nor more than 21 days, after the receipt of the appeal, and shall provide written notice of the date to the appealing party no less than three days prior to the date of the hearing.

(e) The alarm business or alarm user filing the appeal may personally appear and shall present written statements or documentary evidence relevant to the determination. In making its decision, the Alarm Review Board can take into account items it believes to be relevant, including severe acts of nature.

(f) The Alarm Review Board may reverse, modify, or uphold the action taken by the City. The City action may be reversed or modified if there are three or more affirmative votes by a quorum of the Board. If there are less than three affirmative votes by a quorum of the Board, the City action shall be upheld.

(g) The Alarm Review Board may only reverse or modify the assessment of a false alarm fee if there was no false alarm or if the false alarm was not caused or contributed to by any act(s) or omission(s) of the alarm user and/or its family, pet(s), guest(s), employee(s), and/or any other invitee.

(h) The Alarm Review Board shall send written notice of the determination to the alarm business or alarm user and to the Chief of Police. If the appeal of an assessed fee was reversed, the Alarm Review Board shall direct that the City refund the fee amount actually paid. If the assessed fee was modified, the Alarm Review Board shall direct that the City refund the portion of the fee amount actually paid that exceeded the modified fee amount. The decision of the Alarm Review Board is final as to the administrative remedies of the City.

(i) If the alarm business or alarm user is not satisfied with the decision of the Alarm Review Board, the alarm user may seek judicial remedies permitted by law. Filing of an appeal shall stay the decision by the Alarm Review Board until the judicial remedies have been exhausted or otherwise terminated. If no appeal is made within the prescribed period, then the action of the Alarm Review Board shall be final and binding.

(j) A person whose alarm system permit has been revoked may, at the discretion of the Chief of Police, have the alarm system permit reinstated by the Chief of Police if the person:

(1) Submits a new application and pays a reinstatement fee in the amount of the permit fee in effect on the date of filing such new application;

(2) Pays, or otherwise resolves, all outstanding false alarm fees and other fees;

(3) Submits a certificate from an alarm business, stating that the alarm system has been inspected and repaired (if necessary) by the alarm business. (Ord. 19336 §7; December 14, 2009; *effective July 1, 2010*).

5.56.060 Automatic Dialing Devices.

(a) Except as otherwise provided in this chapter, no automatic dialing device shall be interconnected to any trunkline, terminating in the emergency communications center.

(b) Within ninety days after the effective date of this ordinance, all automatic dialing devices interconnected to a primary trunkline shall be disconnected therefrom. The owner or lessee

of such device shall be responsible for having the device disconnected within the ninety day time period.

(c) Persons owning or leasing an automatic dialing device may have the device interconnected to a telephone line transmitted directly to:

- (1) a central station;
- (2) an answering service;
- (3) automatic dialing devices may also be interconnected to one or more telephone numbers available to the owner or lessee of the devices, or their designated representatives, at another location. (Ord. 15482 §6; March 5, 1990: P.C. §5.15.060: Ord. 13438 §6; August 30, 1982).

5.56.065 Notices.

(a) Notice or billing from the City or the official City alarm permit contractor to any alarm user shall be deemed to have been given or rendered on the date such notice or billing is deposited in the U.S. mail, first class postage, prepaid, addressed to the alarm user and alarm business at their respective addresses shown in the City's permit application records. A notarized certificate signed by the person who mailed the notice shall be prima facie evidence of the facts stated therein with respect to such notice. Notice from the City to any alarm user or alarm business shall be deemed to have been given or rendered three business days after the date such notice is deposited in the U.S. mail, first class postage, prepaid, addressed to the alarm business at its address shown in the City's permit application records.

(b) Notice to the City or payment under this chapter shall be effective when received at the location designated by the City in the notice. (Ord. 19336 §8; December 14, 2009: *effective July 1, 2010*).

5.56.070 Exception for Severely Handicapped.

(a) A severely handicapped individual may have an automatic dialing device interconnected to a trunkline other than 911, terminating at the emergency communications center; provided that the individual secures a permit therefor from the Mayor's office. Under no circumstances may the automatic dialing device be interconnected to the 911 trunkline.

(b) Any severely handicapped individual wishing to utilize an automatic dialing device interconnected to a trunkline terminating in the emergency communications center shall make written application for a permit therefor upon forms provided for that purpose by the Mayor's office. Said application shall contain:

- (1) The name and address of the applicant;
- (2) A statement of disability by applicant; and
- (3) A statement from a licensed physician certifying the disability.

(c) Such permits shall be good for one year from the date of issuance and may be renewed by filing a current physician's certification on or before (but not more than one month) the expiration date of said permit.

(d) It shall be unlawful for a severely handicapped individual to interconnect an automatic dialing device to a primary trunkline, terminating at the emergency communications center without such permit being in full force and effect. (Ord. 15482 §7; March 5, 1990: P.C. §5.15.070: Ord. 13438 §7; August 30, 1982).

5.56.080 Penalties.

(a) In addition to any assessments imposed, any alarm business or alarm user who shall violate Section 5.56.020 of this chapter shall be deemed guilty of a misdemeanor and upon conviction shall be fined in an amount not to exceed \$500.00, nor less than \$50.00.

(b) In addition to any assessments imposed or any other possible penalty provided in this chapter, the Chief of Police may suspend, revoke, or deny an application for a permit required by this chapter if an alarm business or alarm user:

- (1) Fails to provide any information required;
- (2) Provides any false or incorrect information required; or
- (3) Violates any provision of this chapter.

(c) Any alarm business or alarm user may appeal a suspension, revocation, or denial of an alarm business or alarm user permit, as provided in Section 5.56.055. (Ord. 19336 §9; December 14, 2009: *effective July 1, 2010*; prior Ord. 15482 §8; March 5, 1990: P.C. §5.15.080; Ord. 13438 §8; August 30, 1982).

5.56.090 Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause, and phrase hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases hereof be declared invalid or unconstitutional. (Ord. 19336 §10; December 14, 2009: *effective July 1, 2010*).

INSTRUCTIONS TO PROPOSERS
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
 - A) Proposers shall respond electronically to all attributes and addendums as required.
 - B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
 - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the City, and deemed to best serve City requirements.
- 10.7 The City reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the City.

11. TERMINATION/ASSIGNMENT

- 11.1 The City may terminate the Contract if the Contractor:
 - 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 - 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 - 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 - 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this section.
 - 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the City may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the City.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 12.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. LIVING WAGE

- 15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. TAXES AND TAX EXEMPT CERTIFICATE

- 17.1 The City is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

18. CITY AUDIT ADVISORY BOARD

- 18.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law.

19. E-VERIFY

- 19.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

- C. Commercial General Liability Insurance.**

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.
- G. **City included as Insured on Contractor's Policy – Endorsements required.**
The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
 - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
 - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM
13

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name City of Lincoln			Name Public Safety Corporation		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 103 Paul Mellon Court		
City Lincoln	State NE	Zip Code 68508	City Waldorf	State MD	Zip Code 20602

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____ (exempt entity):

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services.
Material used for WATER services are taxable per Reg. 066.14A.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.

Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from sales tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).